

15-357



**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT**

G-1617-15-0175

RECITALS:

This Subgrant Agreement among the Ohio Department of Job and Family Services (ODJFS) and representatives of Local Area 2 is hereby created pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC) and Section 5101.20 of the Ohio Revised Code (ORC), to define the roles and responsibilities of the parties with respect to the funds allocated to the Local Area by ODJFS for the administration of workforce development activities.

Local Area 2 representatives include the Summit County Executive (SUBGRANTEE) who has been appointed by the Chief Elected Officials of Area 2 to serve as their representative, the Local Workforce Development Board (BOARD) for Local Area 2, and the Summit County Department of Job and Family Services (AGENT) designated to serve as the Fiscal Agent for purposes under this Agreement. The AGENT's DUNS number is 147483465.

For purposes of this Agreement, ODJFS is the "pass-through entity", funds provided hereunder are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular", codified in Title 2, Part 200 of the Code of Federal Regulations (CFR), including the United States Department of Labor (DOL) exceptions codified in 2 CFR 2900, and, as applicable the United States Department of Health and Human Services (HHS) exceptions codified in 45 CFR 75. SUBGRANTEE is also the party identified in Section 107(d)(12)(B)(i)(II) of WIOA as the entity accountable for the funding allocated under WIOA Sections 128 and 133 and this Agreement. In addition to other responsibilities specified herein, SUBGRANTEE, BOARD, and AGENT have the responsibility to ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with the performance of workforce development activities in the Local Area.

This Subgrant Agreement is applicable to all funds allocated to the Local Area for the operation of all workforce development activities and will include funds from any or all of the federal awards from the DOL under the WIOA, the Wagner-Peyser Act, or other federal programs—including, but not limited to—Temporary Assistance for Needy Families (TANF) issued by HHS, and those identified in the table below. The grant award numbers, federal fiscal years, and program years for each award will be listed in Allocation Letters that ODJFS will issue to SUBGRANTEE per ARTICLE VII, Section A subsequent to the execution of this Agreement. Allocations will be made via the County Finance Information System (CFIS), with the exception of funding for the Ohio Works First Incentive Program, which will be encumbered by State of Ohio Purchase Orders and paid through invoicing processes. The Subgrant funds awarded hereunder are not for research and development purposes.

CFDA Number (Catalog of Federal Domestic Assistance)	Award Title	Authority
17.002	Labor Force Statistics	29 USC Chapter 1, 29 USC 2b, 5, & 8
17.207	Employment Service/Wagner-Peyser	Wagner-Peyser Act of 1933
17.245	Trade Adjustment Assistance	Trade Act of 1974, as amended, (19 USC 2271-2322)
17.258	WIA Adult Program	WIA (29 USC 2863-2864), WIOA Section 136(b)
17.259	WIA Youth Activities	WIA (29 USC 2854), WIOA Section 136(a)
17.267	WIA Work Incentive Grants	Adult Education and Family Literacy Act (20 USC 9211), WIA Title I, Part B, Section 503
17.271	Work Opportunity Tax Credit (WOTC)	The Tax and Trade Relief Extension Act of 1998, and 26 USC 51
17.277	WIA National Dislocated Worker Grants (Formerly "NEG")	WIA 29 USC 2918, WIOA Section 170(b)(1)
17.278	WIA Dislocated Workers	WIA (29 USC 2863-2864), WIOA Section 131
17.801	Disabled Veterans Outreach Program	Jobs for Veterans Act (38 USC 4103A)
17.804	Local Veterans Employment Representative Program	Jobs for Veterans Act 38 USC 4104
93.558	TANF	Title IV-A of the Social Security Act (42 USC 602)

DEFINITIONS:

All definitions will be consistent with applicable federal and state laws and rules, which include, but are not limited to, those cited within the definitions and in Article I, Section B of this Agreement.

- A. **Chief Elected Officials:** When used in reference to a Local Area, is the chief elected executive officers of the units of general local government in a Local Area.
- B. **Common Costs:** Per WIOA Section 121(i), are the costs of services commonly provided through local partner programs to any individual, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by 1 local partner to another local partner's program, and other similar services that may be chargeable to more than 1 program. These costs and methodologies for cost sharing are included in the cost-sharing portion of Local Area Memorandum of Understanding.
- C. **Fiscal Agent:** An entity appointed by a Local Area's chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the Local Area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.
- D. **Infrastructure Costs:** Per WIOA Section 121(h)(4), are the costs necessary for the general operation of an OhioMeansJobs (aka "One-Stop") center to be shared by the Local Area and local partners per the Local Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- E. **Local Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- F. **Local Area Workforce System Memorandum of Understanding (MOU):** An agreement that describes how local partners will provide services under WIOA through the local workforce development system and how each party will fund its proportionate share of infrastructure costs for the OhioMeansJobs centers and the costs of common services.
- G. **Local Partners:** The entities referred to in WIOA Section 121(b) as "Required" and "Additional" partners that carry out workforce programs and activities through a Local Area workforce development system.
- H. **Local Plan:** The local workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the Local Area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Plan that will achieve performance goals.
- I. **Local Workforce Development Board:** The board appointed by a Local Area's chief elected officials and certified by the Governor or designee per WIOA Section 107 to be responsible for administration and oversight of the local workforce development system in collaboration with the required and additional partners and local workforce stakeholders.
- J. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which programs funded under WIOA and other workforce programs and services are delivered in a Local Area.
- K. **OhioMeansJobs Center:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA.
- L. **Ohio Works First (OHIO WORKS):** Time-limited cash assistance payments to eligible families under the Ohio TANF program who successfully apply through a county job and family services agency. Adults and minor heads of households are required to participate in work activities as a condition of assistance payments and gross household income must not exceed the current limit for eligibility.

- M. **Ohio Works First Incentive Program:** Local Areas that place current and certain former Ohio Works First recipients into unsubsidized employment positions will receive incentive payments from ODJFS based on initial placements and on specified employment retention periods.
- N. **Planning Region:** Geographic region of the state that may include 1 or more Local Areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.
- O. **Regional Plan:** The workforce development plan that incorporates local plans for each Local Area in the region and identifies service delivery strategies, industry sector initiatives, methods for collection and analysis of labor market data, and performance accountability standards. The plans also include a description of how Local Areas will coordinate activities, funds and resources to meet the goals of the region.
- P. **State Plan:** The workforce plan developed with WIOA, and approved by the DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- Q. **State TANF Plan:** The current *Temporary Assistance for Needy Families (TANF) Program State Title IV-A Plan* developed pursuant to 42 USC 602, and approved by HHS that describes Ohio's TANF programs and services and outlines strategies for the delivery of those programs and services in accordance with TANF requirements.
- R. **State Workforce Development Board:** Established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.
- S. **Subgrantee:** Local Area chief elected officials. For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as defined in ORC Section 5101.20(A)(3) and "grant recipient" as defined in WIOA Section 107(d)(12)(B).
- T. **Temporary Assistance for Needy Families (TANF):** Programs authorized under Title IV-A of the Social Security Act, and regulated under 45 CFR 260 that provide benefits and services designed to meet 1 of the 4 TANF purposes identified in 45 CFR 260.20 to individuals who meet eligibility criteria.
- U. **Workforce Development Activity:** As defined in ORC 6301.01, a program, grant, or other function with the primary goal to achieve 1 or more of the following:
1. Help individuals, including those who have barriers to employment, maximize their employment opportunities;
 2. Help employers gain access to skilled workers;
 3. Help employers retain skilled workers;
 4. Help develop or enhance the skills of incumbent workers;
 5. Improve the quality of the state's workforce;
 6. Enhance the productivity and competitiveness of the state's economy.
- V. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July, 2014, to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.
- W. **Terms Relevant to Federal Audits and Cost Principles:** For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination" "auditee," "auditor," "audit finding," "CFDA number," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit," have the same meanings as 2 CFR 200.1.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Subgrant funds that will be provided under this Agreement for workforce development activities in the Local Area. This Agreement will also outline roles and responsibilities with respect to the WIOA transition and implementation to ensure that delivery of the programs and services funded hereunder continue without disruption while transition and implementation activities are underway.
- B. SUBGRANTEE, BOARD, and AGENT will ensure that funds provided under this Agreement are expended for workforce development activities in accordance with terms of this Agreement and with all applicable federal, state, and ODJFS requirements and restrictions—including, but not limited to those prescribed in:
1. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
 2. The Workforce Innovation and Opportunity Act (29 USC 32) and the corresponding proposed rules published in Volume 80, Pages 20689–21150 of the Federal Register (Fed. Reg.), proposed April 16, 2015.
 3. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, OMB Omni-Circular (2 CFR Part 200)—including the DOL (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
 5. The current local plan and state plan developed under the Workforce Investment Act and the State Plan, once accepted and approved by the DOL.
 6. The applicable sections of ORC Chapters 307, 330, 5101 and 6301.
 7. The approved state plan for the Temporary Assistance for Needy Families (TANF).
 8. The terms and conditions of each federal grant award—including any amendments.
 9. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
 10. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
 11. DOL and HHS Guidance Letters.
 12. ODJFS Policies, Guidance Letters, and Procedure Manuals.
 13. Approved statutory waivers for WIOA funds.
 14. The applicable provisions of the current appropriations act.
 15. Approved performance measures.
 16. Terms, conditions, and instructions included in allocation letters.
 17. The Local Area Workforce System MOU.
- C. SUBGRANTEE, BOARD, and AGENT will report to Kip Crist, the ODJFS Agreement Manager, who may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. SUBGRANTEE, BOARD, and/or AGENT, as applicable, will comply with any instructions or requests to the satisfaction of ODJFS within 10 days after receipt of the instructions or requests. All parties expressly understand that any instructions are strictly to ensure the successful completion of the activities described herein, and are not intended to amend or alter this Agreement or any part thereof. SUBGRANTEE, BOARD, or AGENT will promptly notify the ODJFS Agreement Manager per

Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder. When or if such communication is received by the ODJFS Agreement Manager and if appropriate, the ODJFS Agreement Manager will initiate an amendment as allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. SUBGRANTEE, BOARD, and AGENT agree to consult the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.

D. Expenditure of Public Funds for Offshore Services—Executive Order Requirements

1. Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE, BOARD, and AGENT must ensure that no subcontractors or subgrantees that will be paid with funds provided from ODJFS under this Agreement complete any work outside of the United States and that no data from programs or activities funded under this Agreement will be stored outside of the United States. Therefore, SUBGRANTEE, BOARD, and AGENT must require all subcontractors and subgrantees to complete the Standard Affirmation and Disclosure Form, which is included as Attachment A and will be posted in electronic format on the ODJFS website.
2. SUBGRANTEE, BOARD, and AGENT understand, and agree to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE, BOARD, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.
3. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE, BOARD, AGENT, or any of their subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement. SUBGRANTEE, BOARD, and AGENT shall immediately return all funds paid for those services to ODJFS. In addition, if SUBGRANTEE, BOARD, AGENT, or any of their subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE, BOARD, and AGENT.

ARTICLE II. ODJFS RESPONSIBILITIES

ODJFS will:

- A. Coordinate WIOA transition and implementation among state and local agencies and stakeholders; issue guidance, policies, procedures, and timelines for WIOA transition and implementation; and provide technical assistance and training to SUBGRANTEE, BOARD, AGENT, local partners and other local workforce stakeholders as needed throughout the transition and implementation period.
- B. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and the other programs funded under this Agreement.
- C. Support local workforce development board certification in accordance with criteria established by ODJFS in accordance with WIOA Section 107(b).
- D. Develop a State Plan in accordance with WIOA Section 102 and, upon DOL approval, make available to all chief elected officials and local workforce development board members in each Local Area designated under WIOA Section 107 for the development of a local plan in accordance with WIOA Section 108.
- E. Develop state adjusted performance accountability measures and support negotiations with Local Area representatives to develop adjusted local performance accountability measures per WIOA Section 116.
- F. Review applications and plan modifications for participation in the Ohio Works Incentive Program as well as review and submit approved invoices for payment.
- G. Monitor SUBGRANTEE, BOARD, and AGENT performance and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination

provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.

- H. If necessary, take action against SUBGRANTEE, BOARD, and AGENT pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I and Section H of this Article II. Any such ODJFS action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. ODJFS will provide the appropriate written notice to the county auditor(s), SUBGRANTEE and AGENT. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.

ARTICLE III. SUBGRANTEE RESPONSIBILITIES

- A. With respect to the WIOA transition and implementation, SUBGRANTEE will:

1. Review local policies, current workforce-related intergovernmental agreements, agreements with BOARD and AGENT as well as all subcontracts and subrecipient agreements with entities providing support for workforce development activities in the current Local Area and update or develop as necessary to ensure compliance with WIOA, the OMB Omni-Circular (2 CFR Part 200), and all applicable federal and state requirements and restrictions.
2. Ensure effective communication with BOARD, AGENT, local partners, and other local workforce stakeholders on roles, responsibilities, and timelines pertinent to WIOA implementation.
3. Upon initial designation of the Local Areas by the Ohio Governor, or the Governor's designee, in accordance with WIOA Section 106(b) and ODJFS policies and guidance—including prescribed timeframes—SUBGRANTEE will work in collaboration with the other chief elected officials of the newly designated Local Area to complete the following tasks to support the establishment of a WIOA-compliant workforce development system in the newly designated Local Area:

a. **Intergovernmental Agreements**

- (1) If the newly designated Local Area includes more than 1 unit of government, the chief elected officials of each local jurisdiction must execute an agreement that specifies the distribution of liability for funding provided hereunder. Such an agreement must not remove liability from 1 chief elected official and place it on another. WIOA Section 107(d)(12)(B)(i) specifies that only the agreement of the Governor to assume liability in place of a chief elected official will relieve a chief elected official from liability for WIOA funds. In addition, SUBGRANTEE will ensure that any newly elected chief elected officials are informed of the roles and responsibilities under WIOA for the local workforce development system and will ensure that the distribution of liability agreement is amended as necessary.
- (2) In addition to the distribution of liability agreements, the chief elected officials of the newly designated Local Area may exercise the option in WIOA Section 107 (c)(1)(B) to execute an intergovernmental agreement that specifies the roles and responsibilities of individual chief elected officials.

b. **Local Workforce Development Board**

With respect to the Local Workforce Development Board, the chief elected officials of the newly designated Local Area must:

- (1) Establish by-laws in accordance with 80 Fed. Reg. 20842 (Apr. 15, 2015) (to be codified at 20 CFR 679.310) for local workforce development board membership, participation, administration, and function.
- (2) Appoint local workforce development board members in accordance with WIOA Section 107, state criteria, and the local by-laws. Once appointed, follow the process to obtain certification from the Ohio Governor or the Governor's designee.

- (3) Ensure that newly certified local workforce development board members receive all available information on their roles and responsibilities in the development and administration of a local workforce development system under WIOA—including information on required training opportunities for the local workforce development board members, board staff, and OhioMeansJobs center operators by ODJFS, federal and state policies and guidance letters, as well as all applicable rules and requirements pertinent to workforce programs and related funding.
 - (4) Ensure that the newly certified local workforce development board establishes procedures for the procurement and certification of OhioMeansJobs center operators, the procurement of Youth services providers, the selection of training providers, and, if applicable, career services providers. Further ensure that procurement procedures are compliant with WIOA and with federal and state procurement regulations.
 - (5) Execute subcontracts and/or subrecipient agreements, as appropriate, with the selected OhioMeansJobs center operators, Youth services providers, training providers, and, if applicable, career services providers of the newly designated Local Area. Further ensure that responsibilities, requirements, and restrictions under WIOA and all applicable federal and state rules are clearly defined in the subcontracts/subrecipient agreements.
 - (6) Ensure that the newly certified local workforce development board collaborates with local partners to negotiate and execute a Local Area Workforce System MOU in accordance with WIOA Section 121 and with ODJFS policies and guidance.
- c. **Local Plan** – Work in partnership with the newly certified local workforce development board members to develop a local plan consistent with the State Plan and with WIOA Section 108 requirements and to negotiate local performance accountability standards in accordance with WIOA Section 116(c) that will be included in the local plan.
 - d. **Local Performance Accountability Measures** – Negotiate with the newly certified local workforce development board and the Ohio Governor or the Governor's designee to reach agreement on local performance accountability measures in accordance with WIOA section 116(c) and the state adjusted levels of performance, which will be included in the local plan.
 - e. **Regional Plan** – Collaborate with newly certified local workforce development board members and the chief elected officials and local workforce development board members of other Local Areas in SUBGRANTEE's planning region to develop a Regional Plan and to execute a regional planning agreement in accordance with WIOA Section 106(c) and guidance from ODJFS.
 - f. **Fiscal Agent** – Appoint a fiscal agent for the newly designated workforce development Local Area as required under OAC 5101:9-31-01(E)(4) in accordance with 80 Fed. Reg. 20846 (April 16, 2015) (to be codified at 20 CFR 679.420).
- B. SUBGRANTEE will ensure that the individual identified as the official representative of the Local Area with the ability to bind SUBGRANTEE through contracts and other agreements for workforce development activities or related purposes has been authorized to do so by an official act of SUBGRANTEE, such as a resolution, motion, or similar action.
 - C. SUBGRANTEE will ensure the prompt reimbursement of funds due to ODJFS, pursuant to division (C) of ORC 5101.241, for payment to any entity as a result of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation (FFP), or other sanction or penalty for which SUBGRANTEE, its subrecipients, contractors and/or vendors are responsible.
 - D. SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty by ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law.

- E. SUBGRANTEE will ensure the bonding of every officer, director, agent, or employee authorized to receive or deposit funds provided hereunder or to issue financial documents, checks, or other instruments of payment for workforce development activities funded hereunder to provide adequate protection against loss.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD RESPONSIBILITIES

- A. With respect to the WIOA transition and implementation, BOARD will:
1. Review current policies, current agreements and/or statements of work with OhioMeansJobs center operators, education and training providers, and any subcontractors or subgrantees providing support for workforce development activities and update as necessary to ensure compliance with WIOA and all applicable federal and state requirements and restrictions.
 2. Share guidance from the DOL and ODJFS with local OhioMeansJobs center operators, local partners, Youth services providers, education and training providers, and any subcontractors or subrecipients as it becomes available.
 3. Provide oversight to OhioMeansJobs center operators, Youth services providers, employment and training program providers, and local partners to ensure that implementation of WIOA requirements meets the deadlines prescribed by ODJFS and that service delivery and workforce development activities continue without disruption while the transition is in progress. As applicable, ensure that newly certified OhioMeansJobs center operators participate in training by ODJFS.
- B. As applicable, BOARD will perform the functions identified in WIOA Section 107 during the Agreement Period identified in Article VI, which include, but are not limited to:
1. Conducting workforce research and regional labor market analysis.
 2. Convening local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.
 3. Leading efforts to engage employers in the local workforce development system.
 4. Collaborating with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.
 5. Developing strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.
 6. Conducting oversight and monitoring of Youth workforce investment activities providers, training providers, and OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to workforce development activities under the respective programs and related expenditures.
 7. Developing a budget for BOARD activities with approval of SUBGRANTEE.
 8. Annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the Local Area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.
 9. Certification of the OhioMeansJobs center operators in accordance with WIOA Section 121(d).
- C. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of BOARD, or a member of a standing committee, as applicable, may not:
1. Vote on a matter under consideration by BOARD:
 - a. Regarding the provision of services by the member (or by an entity that such member represents); or

- b. That would provide direct financial benefit to the member or the immediate family of such member.
2. Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- D. As required under the "sunshine provision" in WIOA Section 107(e), BOARD will conduct business in an open manner by making information about the BOARD activities available to the public on a regular basis through electronic means and open meetings.
- E. Conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and the DOL or their subcontractors as necessary for state and federal evaluation activities.
- F. For participation in the Ohio Works Incentive Program, BOARD will conduct activities in accordance with the program information in the BOARD's approved application.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

In general, AGENT is designated by SUBGRANTEE as required under OAC 5101:9-31-01(e)(4) to receive funds and to ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the federal and state regulations and policies as outlined in this Agreement.

ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2015, through June 30, 2016, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the above expiration date.
- B. In addition to Section A above, it is expressly understood by ODJFS, SUBGRANTEE, BOARD, and AGENT that this Agreement will not be valid and enforceable until the Director of the Ohio Office of Budget and Management certifies, pursuant to ORC 126.07 that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE VII. FUNDING

- A. With the exception of payments for the Ohio Works Incentive Program, funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS and ODJFS will issue a corresponding allocation letter with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined in accordance with the methods developed by ODJFS in accordance with the authorizing federal rules for the other funding sources listed in the Recitals of this Agreement.
- B. ODJFS will issue incentive payments under the Ohio Works Incentive Program in accordance with the payment guidelines established by ODJFS and upon Local Area's submission of invoices completed in accordance with ODJFS' specifications. Funding for the Ohio Works Incentive Program will be encumbered in a State of Ohio Purchase Order (PO) and paid through an invoicing process. Allocations other than for Ohio Works Incentive Program payments will be made through CFIS, in accordance with Section A of this Article.
- C. SUBGRANTEE, BOARD, and AGENT expressly understand that no financial obligations may be incurred under this Agreement until the terms listed in ARTICLE VI, Section B, have been met and until allocations and allocation letters have been issued to Local Area for all programs with the exception of Ohio Works Incentive Program payments, for which costs may not be incurred until the issuance of an approved PO.
- D. SUBGRANTEE, BOARD, and AGENT expressly agree that costs incurred under this Agreement will not exceed the amounts specified in the allocation letters for the periods included in the allocation or, for the Ohio Works Incentive Program costs, the amount specified in the PO. Further, SUBGRANTEE and Local Area expressly agree to comply with the limitations prescribed by WIOA with respect to funding. Expenditures of funds authorized under WIOA Section 128 and 133 for administrative costs, are limited to 10% of the total amount allocated to the Local Area under WIOA Sections 128(b)(4).

- E. SUBGRANTEE, BOARD, and AGENT will ensure that funds allocated by ODJFS for WIOA transition and implementation are used exclusively for that purpose.
- F. SUBGRANTEE, BOARD, and AGENT will ensure that separate accounting records are maintained for the funds provided hereunder. This includes creating a new account for expenditures under WIOA and closing out the WIA account in accordance with federal guidelines, ODJFS guidance, and timelines.
- G. SUBGRANTEE, BOARD, and AGENT expressly understand that funding provided under the prior subgrant agreement between ODJFS and Local Area representatives until December 2014 will be subject to OMB Circulars A-133, A-87, A-21, A-110, A-122, A-89, and A-102, including the corresponding DOL federal cost principles in 29 CFR 95, 96, 97, and 99. Funds allocated after December 2014 will be subject to the OMB Omni-Circular (2 CFR Part 200), including the DOL exceptions (2 CFR 2900) and HHS exceptions (45 CFR 75).
- H. SUBGRANTEE, BOARD, and AGENT will secure prior approval from the federal funding authority or ODJFS of a Local Area indirect cost allocation plan or inclusion in a county-wide cost allocation plan maintained by the county board of commissioners in order for indirect costs to be reimbursable hereunder.
- I. SUBGRANTEE, BOARD, and AGENT agree to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agree to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-01 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.320). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.
- J. SUBGRANTEE, BOARD, and AGENT will ensure prompt payment of employment-related costs—including, but not limited to—unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce investment programs.
- K. SUBGRANTEE, BOARD, and AGENT understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, the DOL, or HHS. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, ODJFS may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- L. For payments under the Ohio Works Incentive Program, SUBGRANTEE, BOARD, and AGENT expressly understand that ODJFS does not have the ability to compensate SUBGRANTEE, BOARD, and AGENT for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. SUBGRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due under the Ohio Works Incentive Program.
- M. **Standards for Financial and Program Management** – Pursuant to WIOA Section 184, SUBGRANTEE, BOARD, and AGENT, as subrecipients of federal funds, hereby expressly acknowledge obligations with respect to the funds provided under this Agreement pursuant to Subpart D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:
1. **Period of Performance and Availability of Funds** – Pursuant to 2 CFR 200.309, 2 CFR 200.343 and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), SUBGRANTEE, BOARD, AGENT, and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in ARTICLE VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.

2. **Internal Controls** – SUBGRANTEE, BOARD, and AGENT will ensure that management and fiscal controls and safeguards are maintained to prevent abuses or misuse of Subgrant funds and to ensure that subcontractors or subrecipients have effective management and fiscal controls and safeguards in accordance with 2 CFR 200.303, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).
3. **Cost Sharing or Matching** – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
4. **Program Income** – Per WIOA Section 194(7), income received by SUBGRANTEE, BOARD, or AGENT under any WIOA Title I program funded hereunder must be used to carry out the program. Further, SUBGRANTEE, BOARD, and AGENT will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
5. **Real Property, Equipment, and Supplies** – SUBGRANTEE, BOARD, and AGENT expressly understand that written approval must be obtained from ODJFS prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder. Per WIOA Section 194(11), title use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 - a. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
 - b. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 - c. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.

ARTICLE VIII. RECORDS AND REPORTING

- A. SUBGRANTEE, BOARD, and AGENT will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE, BOARD, and AGENT will ensure that all records relevant to programs and activities funded hereunder are available during normal businesses hours and as often as needed for audit by federal and state government entities that include but are not limited to: the DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE, BOARD, and AGENT will retain all records related to funds provided hereunder in accordance with 2 CFR 200.333 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 5 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 5-year period, whichever is later.
- D. SUBGRANTEE, BOARD, and AGENT acknowledge, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. ARTICLE XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.
- E. SUBGRANTEE, BOARD, and AGENT will enroll and track participants in the Ohio Workforce Case Management System (OWCMS). SUBGRANTEE, BOARD, and AGENT will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by ODJFS.

- F. **Maintenance of Additional Records** – Pursuant to WIOA Section 185(f), SUBGRANTEE, BOARD, and AGENT must maintain records with respect to programs and activities carried out under this title that identify:
1. Any income or profits earned, including such income or profits earned by subrecipients; and
 2. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501 and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), SUBGRANTEE, BOARD, and AGENT must have an entity-wide single audit during SFY 2016 and must send 1 copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE, BOARD, and AGENT have additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:
1. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
 3. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
 4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS director, SUBGRANTEE, BOARD, and AGENT. The termination agreement must be adopted by resolution of SUBGRANTEE in order to be considered valid. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution.
 2. Any party to this Agreement may terminate after giving 90 days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
- B. Notwithstanding the provision of Section A of this Article, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE, BOARD or AGENT if:
1. ODJFS loses funding as described in ARTICLE VII.
 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE, BOARD or AGENT.
 3. SUBGRANTEE has violated any provision of ARTICLE XIII.
- C. Pursuant to ORC 5101.241 and 2 CFR 200.338, as applicable, if SUBGRANTEE, BOARD, AGENT, or any subrecipients materially fail to comply with any term of an award, federal statute or regulation, an assurance, a state plan or application, a notice of award, the terms of this Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the federal award.
 4. Submit a recommendation to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
 5. Withhold further federal awards for the project or program.
 6. Take other remedies that may be legally available.
- D. SUBGRANTEE, BOARD, and AGENT, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
 3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
 4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE, BOARD, or AGENT of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS, SUBGRANTEE, BOARD, or AGENT fails to perform any obligation hereunder and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE XI. NOTICES

- A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE, BOARD, AGENT, and the ODJFS Agreement Manager identified in ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE, BOARD, or AGENT regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE, BOARD, or AGENT from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to the Local Area representatives at the addresses appearing on the signature page of the this Agreement.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE XII. AMENDMENT AND SUBGRANTS

- A. **Amendment** – This document will constitute the entire agreement among ODJFS, SUBGRANTEE, BOARD, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. ODJFS, SUBGRANTEE, BOARD, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants

issued by the DOL or HHS will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

B. Subawards

1. **Subgrants** – Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201 and corresponding HHS exceptions, 45 CFR 75.352.
2. **Suspension and Debarment** – In accordance with 2 CFR 200.212 and 45 CFR 75.212, SUBGRANTEE, BOARD, and AGENT will not make any award or permit any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180 and 29 CFR 98.
3. **Procurement** – SUBGRANTEE, BOARD, AGENT must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC Chapter 5101:9-4-01, as well as the federal procurement standards prescribed in 2 CFR 200.318 through 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring and Reporting Program Performance**– SUBGRANTEE, BOARD, and AGENT must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.327, 200.328, 200.330, 200.331, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.

C. Duties as Pass-through Entity. With respect to subawards of the funds received under this Agreement to another entity determined to be a subrecipient in accordance with 2 CFR 200.331, SUBGRANTEE, BOARD, and/or AGENT, serving as the pass-through entity, must:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward. Required information includes:
 - a. **Federal Award Identification.**
 - (1) Subrecipient name (must match the name associated with its unique entity identifier);
 - (2) Subrecipient's unique entity identifier;
 - (3) Federal Award Identification Number (FAIN);
 - (4) Federal Award Date (see 2 CFR 200.39 federal award date);
 - (5) Subaward Period of Performance Start and End Date;
 - (6) Amount of Federal Funds Obligated by this action;
 - (7) Total Amount of Federal Funds Obligated to the subrecipient;
 - (8) Total Amount of the Federal Award;
 - (9) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (10) Name of federal awarding agency, pass-through entity, and contact information for awarding official,

- (11) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each federal award and the CFDA number at time of disbursement;
 - (12) Identification of whether the award is for Research and Development; and
 - (13) Indirect cost rate for the federal award (including the de minimis rate if charged per 2 CFR 200.414).
 - b. All requirements imposed by the pass-through entity on the subrecipient to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.
 - c. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 - d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR 200.414;
 - e. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - f. Appropriate terms and conditions concerning closeout of the subaward.
2. Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
 - a. The subrecipient's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of 2 CFR 200.331, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a Federal awarding agency).
3. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.207.
4. Monitor the subrecipient's activities as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and the terms/conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring must include:
 - a. Review of financial and performance reports required by the pass-through entity.
 - b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuance of a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
5. Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- a. Training and technical assistance to subrecipient on program-related matters;
 - b. Performance of on-site reviews of the subrecipient's program operations; and
 - c. Arrangement of agreed-upon-procedures engagements as described in 2 CFR 200.425.
6. Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
 7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
 8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 for noncompliance of this part and in program regulations. 78 Fed. Reg. 78608 (Dec. 26, 2013), as amended at 79 Fed. Reg. 75885 (Dec. 19, 2014).

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, SUBGRANTEE, BOARD, and AGENT hereby affirm current and continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE, BOARD, or AGENT is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE, BOARD, and AGENT. Any funds paid by the State of Ohio under this Agreement for work performed before SUBGRANTEE, BOARD, and AGENT received such notice will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements** – SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, BOARD, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR 98. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals, BOARD, AGENT, or subrecipients or subcontractors:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
 2. **Mandatory Disclosures** – Pursuant to 2 CFR 200.113, SUBGRANTEE, BOARD, and AGENT must disclose in writing to ODJFS in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
 3. **Qualifications to Conduct Business** – SUBGRANTEE, BOARD, and AGENT each affirm that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, BOARD, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
 4. **Unfair Labor Practices** – SUBGRANTEE, BOARD, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the

Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE, BOARD, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.

5. **Finding for Recovery** – SUBGRANTEE affirms that SUBGRANTEE, its principals, BOARD, AGENT, or subrecipients or subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

B. If at any time SUBGRANTEE, BOARD, or AGENT are not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE, BOARD, and AGENT. SUBGRANTEE, BOARD, and AGENT will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.

1. **Americans with Disabilities** – SUBGRANTEE BOARD, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE, BOARD, and AGENT each certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. Pursuant to WIOA Section 188, in carrying out this Agreement, SUBGRANTEE, BOARD, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE, BOARD, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE, BOARD, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
3. **Ethics Laws** – SUBGRANTEE, BOARD, and AGENT certify that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. SUBGRANTEE, BOARD, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
4. **Conflict of Interest** – In addition to the WIOA restrictions listed in Article IV, SUBGRANTEE, BOARD, and AGENT must comply with the following, as applicable:
 - a. When a local organization functions simultaneously in 2 or more roles, which may include AGENT, BOARD staff, OhioMeansJobs center operator, a direct provider of career or training services, SUBGRANTEE and BOARD, per 80 Fed. Reg. 20846 (April 16, 2015) (to be codified at 20 CFR 679.430), must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below.
 - b. SUBGRANTEE, BOARD, and AGENT certify, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, 1

or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

- c. SUBGRANTEE, BOARD, and AGENT agree to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE, BOARD, and AGENT further agree not to solicit an ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, BOARD, AGENT, their officers, members, and employees are compliant with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
- d. SUBGRANTEE, BOARD, and AGENT agree that SUBGRANTEE, BOARD, AGENT, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's, BOARD's or AGENT's functions and responsibilities under this Agreement. If SUBGRANTEE, BOARD, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE, BOARD, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE, BOARD, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
- e. SUBGRANTEE, BOARD, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

5. Lobbying Restrictions.

- a. WIOA Section 195 prescribes the following prohibitions on lobbying:

(1) Publicity Restrictions- No funds provided under WIOA shall be used for:

(a) Publicity or propaganda purposes; or

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:

(i) The enactment of legislation before Congress or any State or local legislature or legislative body; or

(ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.

(2) Exception - Subparagraph (1) shall not apply to:

(a) Normal and recognized executive-legislative relationships;

(b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or

(c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.

(3) Salary Restrictions - No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related

to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.

- (4) Exception - Subparagraph (3) shall not apply to:
- (a) Normal and recognized executive-legislative relationships; or
 - (b) Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
- b. SUBGRANTEE, BOARD, and AGENT each affirms that no federal funds paid to SUBGRANTEE, BOARD, or AGENT by ODJFS through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE, BOARD, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
- c. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE, BOARD, and AGENT each affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
- d. SUBGRANTEE, BOARD, and AGENT each agree to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- e. SUBGRANTEE, BOARD, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
6. **Child Support Enforcement** – SUBGRANTEE, BOARD, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, BOARD, AGENT, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
7. **Pro-Children Act** – If any activities funded hereunder call for services to minors, SUBGRANTEE, BOARD, and AGENT each agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
8. **Drug-Free Workplace** – SUBGRANTEE, BOARD, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE, BOARD, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
9. **Work Programs** – SUBGRANTEE, BOARD and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.

10. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 – To the extent possible, SUBGRANTEE, BOARD, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
11. **Buy American Requirements** (41 USC 10a) – To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE, BOARD, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
12. **Salary and Bonus Limitations** – Per WIOA Section 194(15), SUBGRANTEE, BOARD, and AGENT each agrees to comply with all salary and bonus limitations.
13. **Environmental Protections** – SUBGRANTEE, BOARD, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE, BOARD and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
14. SUBGRANTEE, BOARD, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
15. If applicable, SUBGRANTEE, BOARD, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
16. Pursuant to 22 USC 7104(g), this Agreement may be terminated without penalty if SUBGRANTEE, BOARD, AGENT, or any subcontractor or subgrantee paid with funds provided hereunder:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subagreements are in effect, or
 - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
17. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE, BOARD, and AGENT are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
18. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, BOARD, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
19. **Rights to Inventions** – If applicable, if any products or services provided under this Agreement meet the definition of “funding agreement” under 37 CFR 401.2(a), and SUBGRANTEE, BOARD or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the SUBGRANTEE, BOARD or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.

20. **Civil Rights Assurance** – The SUBGRANTEE, BOARD and AGENT hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
21. **Certification of Compliance** – SUBGRANTEE, BOARD and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE XIV: CONFIDENTIALITY

- A. SUBGRANTEE, BOARD, and AGENT expressly agree to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
1. WIOA Section 501.
 2. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Compensation information.
 3. The Privacy Act (5 USC 552a).
 4. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIOA Section 501(a).
 5. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 6. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 7. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 8. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
 9. ORC 3304.21 regarding use of information relative to participants of programs administered by the Ohio Rehabilitation Services Commission.
 10. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 11. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
 12. OAC 5101-1-1-03 regarding disclosure of recipient information.
 13. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 14. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- B. SUBGRANTEE, BOARD, and AGENT will execute agreements with any third party that will receive data identified as confidential under federal or state law and will include in those agreements all the provisions required under the applicable federal or state law. Prior to the execution of such agreements, SUBGRANTEE, BOARD, and AGENT will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it.
- C. SUBGRANTEE, BOARD, and AGENT will ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
- D. SUBGRANTEE, BOARD, and AGENT will ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.

- E. SUBGRANTEE, BOARD, and AGENT will ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE, BOARD and AGENT expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.
- F. SUBGRANTEE, BOARD, and AGENT will maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE, BOARD, and AGENT will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE, BOARD, and AGENT each agrees to be responsible for any liability directly related to any and all of their own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if ODJFS, SUBGRANTEE, BOARD, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve SUBGRANTEE from exclusive liability per WIOA Section 107((d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.
- B. **Choice of Law; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Local Area, SUBGRANTEE, BOARD, AGENT, or any other entity, agency or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.
- D. **Infringement of Patent or Copyright:** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE, BOARD, or AGENT. ODJFS will provide prompt written notification of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with reasonable cooperation for defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance are furnished by ODJFS at SUBGRANTEE's written request, it is at SUBGRANTEE's expense. If any materials, reports, or studies provided by SUBGRANTEE, BOARD, or AGENT are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE agrees, at its own expense and at its option, to procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equal value; or modify them so that they are no longer infringing. SUBGRANTEE obligations under this Section survive the termination of this Agreement, without limitation.
- E. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE, BOARD or AGENT fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE, BOARD, or AGENT in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE, BOARD, and AGENT under this Agreement.

- F. **Delay:** No party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE XI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE, BOARD, or AGENT will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- G. **Intellectual Property Rights.**
1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
 - b. Any rights of copyright to which ODJFS, SUBGRANTEE, BOARD, AGENT, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
 2. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."
- H. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE, BOARD, and AGENT's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE, BOARD, and AGENT agree to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- I. **Counterpart Language.** This Agreement may be executed in 1, or more than 1 counterpart and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute 1 and the same agreement.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT
SIGNATURE PAGE**

G-1617-15-0175

IN WITNESS WHEREOF, the parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agents.

Summit CDJFS
47 North Main Street
Akron, Ohio 44308

Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

Printed Name & Title

Cynthia C. Dungey, Director

Signature Date

Date

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

**DEPARTMENT OF ADMINISTRATIVE SERVICES/OHIO DEPARTMENT OF
JOB AND FAMILY SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This form must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Signee affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John R. Kasich. If awarded an agreement, the Signee becomes the Contractor/Grantee and affirms that both the Contractor/Grantee and any of its subcontractors/subgrantees shall perform no services requested under this Agreement outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Signee shall provide all the name(s) and location(s) where services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Signee not responsive and no further consideration will be given to the response. Signee's offering will not be considered. If the Signee will not be using subcontractors/subgrantees, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor/Grantee:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s)/subgrantee(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor/Grantee:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s)/subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor/Grantee:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s)/subgrantees:

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor/Grantee:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s)/Subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this project will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal Place of Business)

**Printed name of individual authorized to sign
on behalf of entity.**

City, State, Zip